

James P. Watson, SBN 046127
Anne Bevington, SBN 111320
STANTON, KAY & WATSON, LLP
500 Airport Blvd., Suite 100
Burlingame, CA 94010
Telephone: 650-320-7679
Facsimile: 415-512-3515
Email: JamesW@skwsf.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GIL CROSTHWAITE, JOHN BONILLA, in
their respective capacities as Trustees of the
OPERATING ENGINEERS HEALTH AND
WELFARE TRUST FUND FOR NORTHERN
CALIFORNIA, et al.,

Plaintiffs,

vs.

MARK PARR, individually and doing business
as TRI VALLEY SWEEPING,

Defendants.

Case No.: C 05-0591 BZ

**STIPULATION AND (PROPOSED)
ORDER FOR DISMISSAL**

It is hereby stipulated by and between GIL CROSTHWAITE, et al. in their respective capacities as Trustees of the OPERATING ENGINEERS HEALTH AND WELFARE TRUST FUND FOR NORTHERN CALIFORNIA, PENSION TRUST FUND FOR OPERATING ENGINEERS, PENSIONED OPERATING ENGINEERS HEALTH AND WELFARE FUND, OPERATING ENGINEERS AND PARTICIPATING EMPLOYERS PRE-APPRENTICESHIP, APPRENTICE AND JOURNEYMAN AFFIRMATIVE ACTION TRAINING FUND, OPERATING ENGINEERS VACATION AND HOLIDAY PLAN, OPERATING ENGINEERS CONTRACT ADMINISTRATION TRUST FUND, OPERATING ENGINEERS MARKET PRESERVATION TRUST FUND, OPERATING ENGINEERS INDUSTRY STABILIZATION TRUST FUND, BUSINESS DEVELOPMENT FUND and HEAVY AND HIGHWAY COMMITTEE, ("Plaintiffs"), on the one hand, and MARK PARR, individually and doing business as

1 TRI VALLEY SWEEPING ("Defendant"), on the other hand, through their respective counsel, as
2 follows:

3 1. This stipulation is entered into in connection with the settlement of this action. The
4 parties agree that the Court's Conditional Order of Dismissal filed on April 9, 2007, be set aside
5 and replaced by an Order of Dismissal pursuant to this Stipulation.

6 2. The Settlement Agreement of the parties, executed concurrently with this stipulation,
7 shall be incorporated into the Court's Order for Dismissal, and the Court shall retain jurisdiction of
8 this action for purposes of enforcing the Settlement Agreement, including but not limited to entry of
9 a stipulated judgment against the Defendants;

10 3. This action shall be dismissed with prejudice, subject to the Court's retention of
11 jurisdiction as described in Paragraph 1, above, each party to bear his/her/its own costs and
12 attorneys' fees except as reflected in the parties' Settlement Agreement.

13 STANTON, KAY & WATSON, LLP

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15 DATED: April 27, 2007.

By: /s/ Anne Bevington
Anne Bevington
Attorneys for Plaintiffs

17 DONAHUE GALLAGHER WOODS LLP

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19 DATED: April 25, 2007.

By /s/ Jonathan McNeil Wong
Jonathan McNeil Wong
Attorneys for Defendants

21 -----
22 **ORDER FOR DISMISSAL**

23 IT IS SO ORDERED. The court shall retain jurisdiction for 18 months from this date, unless
24 the parties specify a shorter time.

25 DATED: April 30, 2007

26 HON. BERNARD ZIMMERMAN
UNITED STATES DISTRICT COURT
27 JUDGE

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